

**COUNTY OF LOS ANGELES**

MARVIN J. SOUTHARD, D.S.W.  
*Director*

SUSAN KERR  
*Chief Deputy Director*

RODERICK SHANER, M.D.  
*Medical Director*



**BOARD OF SUPERVISORS**

GLORIA MOLINA  
YVONNE B. BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

**DEPARTMENT OF MENTAL HEALTH**

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4801  
Fax: (213) 386-1297

<http://dmh.lacounty.info>

April 6, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A NEW DEPARTMENT OF MENTAL HEALTH  
SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH  
OUTLOOK ASSOCIATES, LLC AND QUALIS HEALTH  
FOR FISCAL YEARS 2005-2006, 2006-2007, AND 2007-2008  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute a new Department of Mental Health (DMH) sole source Consultant Services Agreement, substantially similar to Attachment I, with Outlook Associates, LLC (Outlook) and Qualis Health (Qualis) to provide expert assistance in specification, selection, acquisition and implementation of an Integrated Behavioral Health Information System (IBHIS). The Maximum Compensation Amount (MCA) for this Consultant Services Agreement is \$1,299,575. It is the intent of DMH to fund this Agreement with the Information Technology (IT) Budget for Fiscal Year (FY) 2005-2006 until the Mental Health Services Act (MHSA) one-time funding is received from the State. This Agreement will be effective upon the date of execution, for 30 months. This Agreement may be extended on a month-to-month basis for up to 12 months at the discretion of the Director.
2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to this new DMH Consultant Services Agreement with Outlook and Qualis, provided that: 1) the County's total

payments to Consultant under the Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel, the Chief Administrative Officer (CAO) and the County's Chief Information Officer (CIO) or their designee is obtained prior to any such Amendment; and 5) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the requested action is to enter into a new sole source Consultant Services Agreement with Outlook and Qualis to provide expert assistance in specification, selection, acquisition, and implementation of an IBHIS. Currently, DMH does not have essential clinical information systems to support the delivery of mental health services to residents of Los Angeles County. Multiple County departments and agencies serve the same client population as DMH. Sharing of data is limited, fragmented, and labor intensive. A health services delivery network on the scale of DMH cannot operate efficiently and effectively without clinical information systems and the ability to effectively share data.

DMH was preparing to release a Request for Proposal (RFP) to obtain a clinical and financial information system in 2001 when the compliance deadline for the Health Insurance Portability and Accountability Act (HIPAA) forced the cancellation of nearly all other information systems related projects. Had DMH known that the Federal Centers for Medicare and Medicaid Services (CMS) would extend the October 2002 deadline to October 2003, DMH would have proceeded with its procurement at that time.

DMH now faces another set of deadlines with the MHSa requiring improved automation support for clinical services delivery and greatly improved ability to capture and report on client outcome and program performance measures. DMH plans to select a commercial-off-the-shelf (COTS) software application that has a track record of success in other large mental health services delivery organizations. The application will be vendor supported and maintained, with broad functionality to meet DMH requirements including core clinical functionality with tightly integrated financial and claims processing modules to achieve efficiency and claims processing reliability. The combined clinical and financial system that will result is called IBHIS. Once the IBHIS is fully implemented and all outstanding claims on the current system have been closed, the Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired. DMH operating and maintenance costs for its core information

systems are expected to drop from about \$14 million per year to less than \$5 million per year.

Because MHSA programs are already being designed and implemented, the IBHIS Project must begin in earnest by April 2006 if DMH is to be successful. In addition, if the IBHIS Project is significantly delayed, meeting the June 2008 deadline for encumbering available MHSA one-time funding could be jeopardized. Failure to approve this sole source Consultant Agreement with Outlook will place the \$3.17 million in one-time funding from MHSA at risk of being returned to the State because DMH will not be able to encumber the funding in time.

Outlook has the expertise necessary to deliver accurate requirements for the IBHIS sooner than any other consulting firm which will facilitate DMH meeting the aggressive MHSA timeline. Beginning November 2004 through the end of January 2005, Outlook assisted DMH in developing a new strategic direction for its FY 2005-2006 Business Automation Plan (BAP). In March 2005, Outlook began the initial planning efforts for establishing a revenue management function at DMH and to set up the appropriate operational procedures for that office to make the best use of available automation tools, both existing and planned. Outlook, through their revenue management work, has gained essential knowledge of how DMH clinical service delivery could be more tightly linked to revenue capture. Outlook has acquired unique knowledge of DMH operations and of the financial and information technology issues facing DMH. Outlook also has significant experience selecting and implementing information systems for mental health service organizations, both the public and private sectors.

#### **Implementation of Strategic Plan Goals**

The recommended Board action is consistent with the principles of the Countywide Strategic Plan Programmatic Goal No. 7, "Health and Mental Health." Approved services will help DMH establish a client-centered, information-based mental health services delivery system that provides cost-effective and quality services within DMH and prepares DMH to collaborate with other departments to accomplish the same across County departments.

The recommended Board action is consistent with the County's CIO Goals No. 1, 2, and 3. Approved services will help DMH conduct County government provide secured access to electronic applications and utilize enterprise solutions to meet common needs.

The recommended Board action is consistent with DMH Business Goals No. 1, 4, and 5. Approved services will help DMH implement and report on the major new programs funded through MHSA; develop a plan for the replacement of the legacy MHMIS, and

establish a project team to execute the plan; and develop a plan for collecting the data for children, adults and older adults to be used for Performance Counts and other initiatives.

The recommended Board action is consistent with the DMH IT Strategies No. 8 and 9. Approved services will help DMH facilitate appropriate provider access to client information and clinical functionality regardless of the location of the provider or the client; and minimize paper and focus on digital information captured as close as possible to the point of origin.

### **FISCAL IMPACT/ FINANCING**

There is no increase in net County cost.

The MCA for this Agreement is \$1,299,575. Funding for this Agreement will come from the DMH FY 2005-2006 IT Budget until the MHSA one-time funding is received from the State. The MHSA one-time funding will carry this Project through December 2006, by which time additional MHSA funding is anticipated. If the additional MHSA funding does not materialize on time, DMH will defer other IT activities in favor of this critical project to bridge the period until MHSA funding is received.

A one-month delay in the implementation date of the project will cost the County of Los Angeles about \$750,000 in IS and MHIS operations and maintenance expenses that could be avoided. There is also reason to believe that appropriate clinical functionality will allow DMH to more effectively capture significant new revenue. An expenditure of \$1.3 million for experienced and knowledgeable Project Manager and business analysts to support the Project is a form of an investment in realizing revenue operations. The anticipated IT operational and maintenance savings in the first three (3) full years of IBHIS operation is \$27 million.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 9, 2004, DMH issued County Purchase Order Number R40716 for the provision of consulting services to develop an entirely new strategic direction for its FY 2005-2006 BAP.

On March 28, 2005, DMH issued County Purchase Order Number R41621, to commence the initial planning efforts in establishing a revenue management function within DMH that resulted in the documentation of current processes, flow charts identifying gaps, and points of error in the current systems and processes. This process provided a detailed quantification of claims of transactions lost, delayed, or incorrectly processed at each gap or point of error.

On May 10, 2005, your Board approved a sole source Consultant Services Agreement Number DMH-02380 (Revenue Management Function Agreement) with Outlook Associates, Inc., to provide expert assistance in establishing a revenue management function within DMH to ensure that revenue related business process changes are coordinated in conjunction with available automation tools, both existing and planned. The term of the Agreement was effective upon Board approval and was not to exceed 24 months from the date of execution.

Effective December 28, 2005, Qualis Health acquired Outlook Associates, Inc., as its wholly-owned subsidiary. Also, effective December 28, 2005, Outlook Associates, Inc. changed its corporate name to Outlook Associates, LLC. As part of such corporate acquisition, Qualis acquired all the assets, facilities and personnel of Outlook, and assumed all its obligations, responsibilities, liabilities and rights. Outlook and Qualis represented, and continue to represent to the County that such corporate acquisition will not have any negative financial or service delivery impact on the County under the proposed Agreement.

DMH conducted a thorough review of such acquisition pursuant to the standards set forth in the Board Policy on Contractor Mergers/Acquisitions, approved by the Board on July 19, 2005, and found Qualis to be a viable and experienced entity capable of performing the services required under the existing Revenue Management Function Agreement and the proposed Agreement. Accordingly, DMH recommended to your Board, approval of the delegation and assignment of the Revenue Management Function Agreement on February 23, 2006, which was approved and adopted on March 7, 2006.

The proposed Agreement will provide consultant services to DMH in the following areas:

- Project Planning
- Project Management and Risk Mitigation
- Requirements and Workflow Analysis (including contract providers)
- Process Redesign (including contract providers)
- Procurement Process Approach
- Request for Proposal (RFP) Development (or other procurement vehicle if appropriate)
- Vendor Selection Criteria Development and Proposal Evaluation Instruments
- Vendor Selection
- Contract Negotiations
- Implementation Planning
- Implementation of the Selected Solution
- Board of Supervisors and DMH Management Status Reporting

The attached Agreement format has been approved as to form by County Counsel and includes the new Board-mandated clause on "Delegation and Assignment by Consultant," as well as the clause on "Consultant's Charitable Activities Compliance" for nonprofit contract providers." CAO and CIO have reviewed the proposed action.

### **CONTRACTING PROCESS**

Outlook was initially selected for the provision of consultant services to develop an entirely new strategic direction for its FY 2005-2006 BAP, and to provide expert assistance in establishing a revenue management function within DMH to ensure that revenue related business process changes are coordinated in conjunction with available automation tools, both existing and planned. Outlook has unique knowledge of DMH operations, the financial and information technology issues facing DMH, and how DMH clinical service delivery could be more tightly linked to revenue capture. Outlook also has significant experience selecting and implementing information systems for mental health service organizations, both the public and private sectors.

To comply with your Board's contracting policy requirements for sole source contracts, DMH notified your Board on February 28, 2006, of its intent to negotiate a sole source Agreement with Outlook and Qualis. Upon Board approval, DMH will enter into a sole source Agreement with Outlook and Qualis to provide expert assistance in specification, selection, acquisition, and implementation of an IBHIS. Contractor is uniquely qualified to deliver accurate requirements for the IBHIS sooner than any other consulting firm.

### **IMPACT ON CURRENT SERVICES**

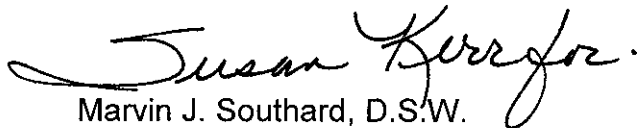
There will be no impact on current services.

**CONCLUSION**

The progress of the Project will be tracked on the County IT Project Tracking and Status System.

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.  
Director of Mental Health

Reviewed by:



Jon W. Fullinwider  
Chief Information Officer  
(See Attached Analysis)

MJS:MY:RG:RK

**Attachments**

c: Chief Administrative Officer  
County Counsel  
Chief Information Office, Los Angeles County  
Chairperson, Mental Health Commission

# CIO ANALYSIS

APPROVAL OF A NEW DEPARTMENT OF MENTAL HEALTH CONSULTANT SERVICES  
AGREEMENT WITH OUTLOOK ASSOCIATES, LLC AND QUALIS HEALTH FOR  
FISCAL YEARS 2005-2006, 2006-2007 AND 2007-2008  
(ALL SUPERVISOR DISTRICTS)  
(3 VOTES)

CIO RECOMMENDATION:

☒  
☐

APPROVE

DISAPPROVE

☐

APPROVE WITH MODIFICATION

Contract Type:

☒  
☐

New Contract

Sole Source Contract

☐  
☐

Contract Amendment

Hardware Acquisition

☐  
☐

Contract Extension

Other

New/Revised Contract Term: Base Term: 30 Mos.

# of Option Yrs 1

Contract Components:

☐  
☒

Software

Professional Services

☐

Hardware

☐

Telecommunications

Project Executive Sponsor: Marvin J. Southard, DSW

Budget Information :

|                             |             |
|-----------------------------|-------------|
| Y-T-D Contract Expenditures | \$          |
| Requested Contract Amount   | \$1,299,575 |
| Aggregate Contract Amount   | \$1,299,575 |

Project Background:

| Yes                                 | No                                  | Question   |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is this project legislatively mandated?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is this project subvented? If yes, what percentage is offset? Costs incurred under this agreement will be offset by funds received under the Mental Health Services Act. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?                                   |

Strategic Alignment:

| Yes                                 | No                                  | Question  |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is this project in alignment with the County of Los Angeles Strategic Plan?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is this project consistent with the currently approved Department Business Automation Plan?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the project's technology solution comply with County of Los Angeles IT Directions Document? This is a consultant agreement that is a developing requirement for a future system acquisition. No technology is provided under this agreement. |



|                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Does the project technology solution comply with preferred County of Los Angeles IT Standards? Requirements developed for a future acquisition will comply with County I/T Standards. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).   |

**Project/Contract Description:**

This agreement acquires the services of Qualis Health/Outlook Associates, LLC (Consultant) to work with the Department of Mental Health (DMH) to identify the functional requirements for an Integrated Behavioral Health Information System (IBHIS). The Consultant will also assist the Department with the solicitation for the replacement system and actively participate in the system's implementation over the next 30 months.

The DMH is recommending that your Board delegate authority to the Director of Mental Health to execute the consulting agreement with Qualis Health/Outlook for a term of 30 months with the option for a one (1) year extension. Your Board is also being requested to delegate authority to the Director of Mental Health to amend the agreement to further extend the term and to increase the Maximum Contract Amount by not more than 20% per year, with the review and approval of the Chief Administrative Office, County Counsel and the Chief Information Office.

**Background:**

The IBHIS will address both the clinical and administrative (financial) functions of the Department, replacing both their legacy Mental Health Management Information System (MHMIS) and their more recently implemented Integrated System, which addresses Health Insurance Portability and Accountability Act (HIPAA) requirements. Currently, DMH does not have essential clinical information systems to support the delivery of mental health services to residents of Los Angeles County. A mental health services delivery network on the scale of DMH cannot operate efficiently and effectively without clinical information systems and the ability to effectively share data. Multiple County departments and agencies serve the same client population as DMH and "outcome" management is nearly impossible without sharing data. Currently, data sharing efforts are labor intensive and fragmented.

DMH's desire for a clinical and financial information system pre-dates 2001 when the compliance deadline for the HIPAA forced the cancellation of nearly all other information systems related projects. DMH now faces another set of deadlines with the Mental Health Services Act (MHSA) requiring improved automation support for clinical services delivery and greatly improved ability to capture and report on client outcome and program performance measures. DMH plans to use the consulting services acquired through this Qualis/Outlook Agreement lead to the selection of a commercial-off-the-shelf (COTS) software application that has a track record of success in other large mental health services delivery organizations. Implementation of the selected IBHIS solution is expected to be fully implemented within the 30 month term of the consulting agreement.

Once the IBHIS is fully implemented and all outstanding claims on the current system have been closed, the Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired and the Department will begin to realize savings from the lower support cost of the new system.

**Project Justification/Benefits:**

DMH has utilized Outlook Associates for a previous engagement which required a complete review of department financial operation and a partial review of some aspects of their clinical service delivery. The knowledge gained by the consultants during that engagement and their knowledge of mental health services delivery will dramatically shorten the time and expense to complete the solicitation and selection process for the new system. This will allow the Department to meet the provider's needs and provide the new information management capability required and expected in the MHSA.

DMH's operating and maintenance costs for its core information systems are expected to drop from about \$14 million per year to less than \$5 million per year following full implementation of the system.

**Project Metrics:**

The project has defined tasks and deliverables and the payments are capped as a not-to-exceed amount for County accepted milestone deliverables. This ensures that the County will receive a usable product at each of the milestone deliverables.

**Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:**

There is no immediate impact on service delivery or operations. However, this agreement and consulting engagement is represented to be tightly tied to DMH's ability to achieve the improvements in their information management capability to comply with the requirements of the MHSA.

**Alternatives Considered:**

The Department considered trying to address the tasks of requirements identification and solicitation development with existing resources. They concluded that they have an inadequate number of staff with the knowledge and experience to complete this work within the required time frames. Utilizing a knowledgeable consultant was deemed to be the most cost and operationally effective approach to acquiring an IBHIS.

**Project Risks:**

The project risk relate to the consultant's access to knowledgeable DMH personnel and contract providers from whom they will need to document functional requirements. If County personnel and contract providers are not available, it can affect the timeline in which the tasks can be completed.

**Risk Mitigation Measures:**

The risks described above are mitigated through the structured project management process that is documented within the Agreement. There are monthly Steering Committee Meetings that allow both the Contractor's Project Manager and the County Project Manager to present issues requiring senior management action. Additionally, the project costs are capped by the not-to-exceed limits on County accepted milestone deliverables.

This project will be placed in the Information Technology Tracking System and can be monitored against its milestone deliverables.

**Financial Analysis:**

The contract maximum for this consulting agreement is \$1,299,575 to be expended over the 30 month term of the Agreement. The total cost of this consulting agreement is to be offset by one-time funds received from the State of California under the Mental Health Services Act or funds available within the DMH Operating Plan.

**CIO Concerns:**

None

**CIO Recommendations:**

We recommend your Board's approval of this agreement.

**CIO APPROVAL**

Date Received: 03-28-2006

Prepared by: Jonathan Williams, Jr.

Date: 4/6/06

Approved: 

Date: 4/6/06

## CONSULTANT:

Outlook Associates, LLCCONTRACT NUMBER

## Business Address:

17862 East 17<sup>th</sup> Street, Suite 207Tustin, CA 92780Qualis Health

## Corporate Address:

10700 Meridian Avenue N, Suite 100Seattle, WA 98133Supervisory District(s) ALLMental Health Service Area(s) ALL

## CONSULTANT SERVICES AGREEMENT

TABLE OF CONTENTS

| <u>PARAGRAPH</u>   | <u>PAGE</u> |
|--|-------------|
| RECITALS .....   | 1           |
| PREAMBLE .....   | 2           |
| 1. ADMINISTRATION .....  | 6           |
| 2. TERM .....  | 6           |
| 3. TERMINATION FOR CONVENIENCE .....   | 7           |
| 4. TERMINATION FOR DEFAULT .....   | 7           |
| 5. TERMINATION FOR IMPROPER CONSIDERATION .....                              | 7           |
| 6. SERVICES PROVIDED .....   | 8           |
| 7. PAYMENT .....   | 8           |
| 8. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES .....                | 9           |
| 9. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS ..... | 9           |
| 10. APPLICABLE DOCUMENTS .....   | 10          |
| 11. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT .....           | 10          |
| 12. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT .....  | 10          |
| 13. CONFIDENTIALITY .....  | 11          |
| 14. CAPTIONS AND PARAGRAPH HEADINGS .....                                    | 11          |
| 15. ENTIRE AGREEMENT .....   | 11          |
| 16. ALTERATION OF TERMS .....  | 11          |
| 17. [INTENTIONALLY OMITTED] .....  | 11          |
| 18. RECORDS AND AUDITS .....   | 11          |
| 19. SEVERABILITY .....   | 13          |
| 20. WAIVER .....   | 13          |
| 21. INDEMNIFICATION AND INSURANCE .....                                      | 13          |

| <u>PARAGRAPH</u>  | <u>PAGE</u> |
|---|-------------|
| 22. WARRANTY AGAINST CONTINGENT FEES.....   | 16          |
| 23. CONFLICT OF INTEREST.....   | 16          |
| 24. COUNTY'S QUALITY ASSURANCE PLAN.....  | 17          |
| 25. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS.....  | 17          |
| 26. CHILD SUPPORT COMPLIANCE PROGRAM.....   | 17          |
| 27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....   | 18          |
| 28. USE OF RECYCLED-CONTENT PAPER PRODUCTS.....   | 18          |
| 29. CONSULTANT RESPONSIBILITY AND DEBARMENT.....  | 18          |
| 30. CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.....  | 20          |
| 31. COUNTY LOBBYISTS.....   | 21          |
| 32. INDEPENDENT STATUS OF CONSULTANT.....   | 22          |
| 33. DELEGATION AND ASSIGNMENT BY CONSULTANT.....  | 22          |
| 34. SUBCONTRACTING.....   | 23          |
| 35. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....   | 26          |
| 36. COMPLIANCE WITH APPLICABLE LAW.....   | 26          |
| 37. GOVERNING LAW, JURISDICTION AND VENUE.....  | 26          |
| 38. CERTIFICATION OF DRUG-FREE WORK PLACE.....  | 26          |
| 39. PERFORMANCE UNDER EMERGENCY CONDITIONS.....   | 27          |
| 40. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.....  | 27          |
| 41. COMPLIANCE WITH JURY SERVICE PROGRAM.....   | 34          |
| 42. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....  | 36          |
| 43. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....   | 36          |
| 44. AUTHORIZATION WARRANTY.....   | 36          |
| 45. CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE.....  | 36          |
| 46. TITLE TO PROPERTY.....  | 37          |
| 47. TERMINATION OF AGREEMENT.....   | 37          |
| 48. ANTI-DISCRIMINATION.....  | 38          |
| 49. PROJECT PERSONNEL ARE AGENTS OF CONSULTANT.....   | 38          |
| 50. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST.....                             | 39          |
| 51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....   | 39          |
| 52. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)..... | 39          |
| 53. NOTICES.....  | 40          |
| 54. CHANGES AND AMENDMENTS.....   | 41          |
| 55. DISPUTE RESOLUTION PROCEDURE.....   | 41          |
| 56. TERMINATION FOR INSOLVENCY.....   | 43          |

#### EXHIBITS

- A. STATEMENT OF WORK
- B. PAYMENT SCHEDULE
- C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- F. FACT SHEET "SAFELY SURRENDERED BABY LAW"
- G. CHARITABLE CONTRIBUTIONS CERTIFICATION

Consultant Serv K Tbl Cont

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT for the provision of consultant services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY") and, Outlook Associates, LLC (formerly known as Outlook Associates, Inc.) (hereafter sometimes "Outlook"), a California corporation, and Qualis Health (hereafter sometimes "Qualis"), a Washington corporation (hereafter Outlook and Qualis collectively referred to as "Consultant").

Outlook Associates, LLC.

\_\_\_\_\_  
\_\_\_\_\_  
(hereafter "CONSULTANT").

Business Address:

17862 East 17<sup>th</sup> Street, Suite 207

Tustin, CA 92780

### **RECITALS**

WHEREAS, effective December 28, 2005, Qualis acquired Outlook as its wholly-owned subsidiary; and

WHEREAS, effective December 28, 2005, Outlook Associates, Inc. changed its name to Outlook Associates, LLC; and

WHEREAS, effective December 28, 2005, as part of such corporate acquisition, Qualis acquired all the assets, facilities and personnel, of Outlook, and assumes all the obligations, responsibilities, liabilities and rights of Outlook under this Agreement; and

WHEREAS, effective December 28, 2005, Outlook and Qualis, agree and represent that such corporate acquisition is not intended to, and Outlook and Qualis do not believe that such corporate acquisition will, have any financial impact or services delivery impact for County under this Agreement; and

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Consultant to the County for the provision of expert assistance in specification, selection, acquisition and implementation of an Integrated Behavioral Health Information System (IBHIS) within the Department of Mental Health (hereafter "DMH"); and

WHEREAS, County's DMH has determined that existing staff of DMH do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder are professional, specialized and the services are of a temporary nature; and

WHEREAS, the County desires to engage Consultant for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein; and

WHEREAS, Consultant possesses the specialized skills, training, and experience to provide consultant services; and

WHEREAS, Consultant is qualified and licensed under the laws of the State of California to engage in the business of providing the services described herein; and

WHEREAS, Consultant is willing to provide the specialized services described herein for and in consideration of the payment provided under this Agreement and under the terms and conditions hereinafter set forth; and

NOW, THEREFORE, County and Consultant agree as follows:

#### **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and

prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.



- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by

whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development

- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. **ADMINISTRATION:** Director shall have the authority to administer this Agreement on behalf of County. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

2. **TERM:**

A. This Agreement will be effective upon the date of execution, not to exceed 30 months.

B. This Agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

C. The term of this Agreement may be extended by the County's Director of DMH ("Director") beyond the expiration date on a month-to-month basis, for a period of time not to exceed 12 months, upon the mutual consent of the parties. All provisions of the Agreement in effect on the date the extension term commences shall remain in effect for the duration of the extension, including, but not limited to, the Maximum Compensation amount set forth in Paragraph 7 (PAYMENT) (and approved Change Notices). Compensation for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

D. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph **53** (NOTICES).

3. **TERMINATION FOR CONVENIENCE:**

3.1 The County, in its sole discretion, may terminate this Agreement for convenience. Termination of services hereunder shall be effected by delivery to Consultant of a written thirty day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

3.2 After receipt of the Notice of Termination and except as otherwise directed by County, Consultant shall:

A. Stop services under this Agreement on the date and to the extent specified in such for Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

4. **TERMINATION FOR DEFAULT:**

A. County may, by written notice of default to Consultant, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Consultant fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Consultant fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Consultant shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. **TERMINATION FOR IMPROPER CONSIDERATION:** County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement of securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by the Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

6. **SERVICES PROVIDED:** Consultant shall provide services to County as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference as though fully set forth in Exhibit A herein.

7. **PAYMENT:** In consideration of the performance by Consultant in a manner satisfactory and accepted in writing by County of the services described in Exhibit A (STATEMENT OF WORK), Consultant shall be paid in accordance with the Payment Schedule established in Exhibit B. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily provide all services specified in Exhibit A.

7.1 Consultant shall not be paid beyond the Maximum Compensation amount as specified in Exhibit B. Consultant agrees that County has no obligation, whatsoever, to pay for any services performed by Consultant that exceed the Maximum Compensation amount.

7.2 Consultant shall notify County when service amounts under this Agreement total seventy-five percent (75%) of the Maximum Compensation amount. Furthermore, Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send these notices to those persons and addresses which are set forth in Paragraph 53 (NOTICES).

7.3 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

8. **REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:**

8.1 County Project Director:

8.1.1 Consultant shall report to County Project Director who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Consultant, and final acceptance of all documentation and work.

8.1.2 Upon advance approval of the County Project Director, County may provide Consultant with reasonable use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Project Director, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant.

8.2 Consultant Project Manager: Consultant Project Manager shall be responsible for all the duties set forth in Exhibit A (STATEMENT OF WORK) and the coordination of all administrative and

contractual matters relating to this Agreement, including, but not limited to, allocation of Consultant's resources, submission of invoices, and resolution of any questions/disputes.

9. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:**

Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary reductions which appropriate less than the amount provided for in Exhibit B (PAYMENT SCHEDULE) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant of any such changes in allocation of funds at the earliest possible date.

10. **APPLICABLE DOCUMENTS:** Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

- |             |   |
|-------------|---|
| 1.Exhibit A | Statement of Work   |
| 2.Exhibit B | Payment Schedule  |
| 3.Exhibit C | Consultant Acknowledgement and Confidentiality Agreement          |
| 4.Exhibit D | Consultant Employee Acknowledgement and Confidentiality Agreement |
| 5.Exhibit E | Attestation Regarding Federally Funded Programs                   |
| 6.Exhibit F | Fact Sheet "Safely Surrendered Baby Law"                          |
| 7.Exhibit G | Charitable Contributions Certification                            |

11. **CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:** Consultant shall provide to County an executed Consultant Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Administrative Deputy, 550 South Vermont Avenue, 6<sup>th</sup> Floor, Los Angeles, CA 90020 ATTN: Miles Yokota on or immediately after the effective date of this Agreement but in no event later than the date the Consultant first performs work under this Agreement.

12. **CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:**

Consultant shall maintain on file an executed Consultant Employee Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

13. **CONFIDENTIALITY:** Consultant shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and Integrated System (IS) records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Consultant shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Consultant, its officers, employees, or agents.

14. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

15. **ENTIRE AGREEMENT:** The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

16. **ALTERATION OF TERMS:** No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.



17. **[INTENTIONALLY OMITTED]**

18. **RECORDS AND AUDITS:** Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Consultant agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Consultant and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

18.1 In the event that an audit of Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Consultant or otherwise, then Consultant shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

18.2 Failure on the part of Consultant to comply with any of the provisions of this Paragraph **18** shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

18.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Consultant regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Consultant, then the difference shall be either: a) repaid

by Consultant to County by cash payment upon demand; or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Consultant from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Consultant, then the difference shall be paid to Consultant by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

19. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. **WAIVER:** No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. **INDEMNIFICATION AND INSURANCE:**

A. **Indemnification:** Consultant shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement.

B. **General Insurance Requirements:** Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

1) **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Mental Health, 550 South Vermont Avenue, Contracts

Development and Administration Division, 5<sup>th</sup> Floor Room 500, Los Angeles, CA, 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval.

The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Consultant shall report to County:

- (a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit

against Consultant and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.

(c) Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

5) Compensation for County Costs: In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for SubConsultants: Consultant shall ensure any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

|  |                                   |
|--|-----------------------------------|
| General Aggregate:                       | Two Million Dollars (\$2,000,000) |
| Products/Completed Operations Aggregate: | One Million Dollars (\$1,000,000) |
| Personal and Advertising Injury:         | One Million Dollars (\$1,000,000) |
| Each Occurrence:                         | One Million Dollars (\$1,000,000) |

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for any "auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Consultant is responsible. If Consultant's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Consultant is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

|                          |                     |               |
|--------------------------|---------------------|---------------|
| Each Accident:           | One Million Dollars | (\$1,000,000) |
| Disease – policy limit:  | One Million Dollars | (\$1,000,000) |
| Disease – each employee: | One Million Dollars | (\$1,000,000) |

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Consultant, its officers or employees with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

22. WARRANTY AGAINST CONTINGENT FEES: Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For Consultant's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic

dependent of such employee, shall be employed in any capacity by Consultant or have any direct or indirect financial interest in this Agreement. No officer or employee of Consultant who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Consultant shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

24. **COUNTY'S QUALITY ASSURANCE PLAN:** The County or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

25. **CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS:** Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

26. **CHILD SUPPORT COMPLIANCE PROGRAM:**

A. **Consultant's Warranty of Adherence to County's Child Support Compliance Program:**

(1) Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(2) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth under this Paragraph **26A** (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph **4** (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

27. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Consultant shall notify its employees, and shall require each subConsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

28. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

29. **CONSULTANT RESPONSIBILITY AND DEBARMENT:**

A. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.

B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Consultant may have with the County.

C. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The



Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to Sub-Consultants of County Consultants.

30. **CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED**

**PROGRAM**: Consultant hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Consultant will notify Director within 30 calendar days in writing of: (1) any event that would require Consultant or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Consultant or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subConsultants or its significant business transactions; (6) loss of a state license to practice a healthcare profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Consultant shall indemnify and hold County harmless against any and all loss or damage County

may suffer arising from any Federal exclusion of Consultant or its staff members from such participation in a Federally funded health care program. Consultant shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 30.

Failure by Consultant to meet the requirements of this Paragraph 30 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

31. **COUNTY LOBBYISTS:** Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant of any County's lobbyist or County lobbying firm retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

32. **INDEPENDENT STATUS OF CONSULTANT:** This Agreement is between County and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. This Agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

33. **DELEGATION AND ASSIGNMENT BY CONSULTANT:**

A. Consultant shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

B. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority

control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

**34. SUBCONTRACTING:**

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Consultant Without the prior written consent of County, as provided in this Paragraph **34**. Any attempt by Consultant to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Consultant, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant's request to County shall include:

- (1) The reasons for the particular subcontract.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) Identification of the proposed subcontract and an explanation of why and how the proposed Sub-Consultant was selected, including the degree of competition involved.
- (4) A description of the proposed subcontract amount and manner of compensation, together with Consultant's cost or analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State funds, shall also contain the following provision:

"The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The consultant will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Consultant's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by case basis.

D. Consultant shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Consultant's use of any Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Consultant's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Consultant's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to

County's right to give prior and continuing approval of any and all Sub-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Consultant when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Consultant shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Consultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Consultants or their officers, employees, and agents.

K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant pursuant to this Paragraph, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Consultant shall obtain and

maintain on file an executed Sub-Consultant Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Consultant's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Consultant or its officers, employees, and agents. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

35. **LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:** Consultant shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

36. **COMPLIANCE WITH APPLICABLE LAW:**

36.1 Consultant shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36.2 Consultant shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-Consultants of any such laws, rules, regulations, ordinances, or directives.

37. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in

accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

38. **CERTIFICATION OF DRUG-FREE WORK PLACE:** Consultant certifies and agrees that Consultant and its employees shall comply with DMH's policy of maintaining a drug-free work place. Consultant and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Consultant's facilities or work sites or County's facilities or work sites. If Consultant or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Consultant, within five days thereafter, shall notify Director in writing.

39. **PERFORMANCE UNDER EMERGENCY CONDITIONS:**

i. **FORCE MAJEUR:** In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

ii. **CONSULTANT'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:** Consultant and its subConsultant(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the community they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Consultant and its subConsultant(s) during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Consultant for which Director may suspend of County may immediate terminate this Agreement.



40. **CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** Under this Agreement, Consultant ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

#### **DEFINITIONS**

1.1 **"Disclose"** or **"Disclosure"** means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 **"Electronic Media"** has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident

does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

#### **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees,

representatives, agents or Sub-Consultants but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number (213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate

shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

## **OBLIGATION OF COVERED ENTITY**

3.1 **Obligation of Covered Entity.** Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## **TERM AND TERMINATION**

4.1 **Term.** The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 **Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Sub-Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification

of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Sub-Consultants and Agents. Business Associate shall require each of its agents and Sub-Consultants that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or Sub-Consultant to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

#### **41. COMPLIANCE WITH JURY SERVICE PROGRAM:**

A Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B Written Employee Jury Service Policy:

(1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Consultant. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subConsultant to perform services for the County under the Agreement, the subConsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the



County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

(4) Consultant's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

42. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:** The Consultant shall notify and provide to its employees, and shall require each subConsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

43. **CONSULTANT'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:** The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its subConsultants, if any, to post this poster in a prominent position in the subConsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

44. **AUTHORIZATION WARRANTY:** Consultant represents and warrants that the person executing this Agreement for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of Consultant have been fulfilled to provide such actual authority.

45. **CONSULTANT'S CHARITABLE ACTIVITIES COMPLIANCE:** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultant to complete the certification in Exhibit G, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with

California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

46. **TITLE TO PROPERTY:** County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the County.

County and Consultant agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Director.

47. **TERMINATION OF AGREEMENT:**

47.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

47.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant shall:

- A. Stop work under this Agreement on the date and to the extent specified in such notice;
- B. Transfer title and deliver to County all completed work and work in process; and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

47.3 Notwithstanding any other provision of this Agreement, the failure of Consultant to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

48. **ANTI-DISCRIMINATION:** Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Consultant and County agree that in the event of a violation by Consultant of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars (\$2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

49. **PROJECT PERSONNEL ARE AGENTS OF CONSULTANT:** Consultant represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit B hereto, and their agents and Sub-Consultants, are fully authorized agents of Consultant for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Consultant.

50. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:** Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

51. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:** Consultant shall notify its employees, and shall require each Sub-Consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):** The Consultant hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision

shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

53. **NOTICES:** All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To CONSULTANT: Outlook Associates, LLC  
17862 East 17<sup>th</sup> Street, Suite 207  
Tustin, CA 92780

Attention: Patricia Lohman, President

Qualis Health  
10700 Meridian Avenue N, Suite 100  
Seattle, WA 98133

Attention: Robin L. Shuler, CPA MBA

To COUNTY: Department of Mental Health  
Contracts Development and Administration Division  
550 South Vermont Ave., 5<sup>th</sup> Floor  
Los Angeles, CA 90020

Attention: Chief of Contracts

Department of Mental Health  
Chief Information Office Bureau  
695 S. Vermont Avenue, 7<sup>th</sup> Floor

Los Angeles, CA 90005

Attention: Robert M. Greenless, Ph.D., Chief Information Officer

54. **CHANGES AND AMENDMENTS:** County reserves the right to change any portion of the work required under this Agreement or amend such other terms and conditions which may become necessary. Any such changes or Amendments shall be accomplished in the following manner:

- A. For any change which does not affect the Scope of Work, the Term, payments or any term or condition included under this Agreement, a written Change Notice shall be prepared and signed by County's Project Director and Consultant's Project Manager.
- B. For any change which affects the Scope of Work, the Term, payments or any term and condition included in this Agreement, a negotiated written Amendment to this Agreement shall be approved by the County Board of Supervisors and executed by County and Consultant.

55. **DISPUTE RESOLUTION PROCEDURE:**

55.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 55.

55.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole discretion, determines should be delayed as a result of such dispute.

55.3 If Consultant fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for such costs. Consultant shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Consultant from County.

55.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Consultant or County as a result of County's failure to

continue to so perform shall be borne by County, and County shall make no claim whatsoever against Consultant for such costs. County shall promptly reimburse Consultant for all such additional Consultant costs subject to the approval of such costs by County.

55.5 In the event of any dispute between the parties with respect to this Agreement, Consultant shall submit the matter to its Project Manager and County shall submit the matter to its Project Director for the purpose of endeavoring to resolve such dispute.

55.6 In the event that Consultant's Project Manager and County's Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Consultant's President and County's Executive Sponsor. These persons shall have five (5) working days to attempt to resolve the dispute.

55.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

55.8 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels described in this Paragraph 55, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

55.9 Notwithstanding any other provision of this Agreement, County's rights and remedies pursuant to Paragraph 56 (TERMINATION FOR INSOLVENCY), Paragraph 4 (TERMINATION FOR DEFAULT), Paragraph 3 (TERMINATION FOR CONVENIENCE), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraph 13 (CONFIDENTIALITY), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Consultant may have against County or Consultant's rights to assert such claims after any such termination or such injunctive relief has been obtained.

56. **TERMINATION FOR INSOLVENCY**

A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

(1) Insolvency of Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for the Consultant; or

(4) The execution by the Consultant of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

/

/

/

/

/

/

/

/

/

/

/

/



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy County Counsel

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARVIN J. SOUTHARD, D.S.W.  
Director of Mental Health

Outlook Associates, LLC  
CONSULTANT

By \_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
CONSULTANT'S TAXPAYER  
IDENTIFICATION NUMBER

Qualis Health  
CONSULTANT

By \_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
CONSULTANT'S TAXPAYER  
IDENTIFICATION NUMBER

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

EM: Consultant Svcs Outlook K. Format  
(04/06/06)/Version 5

## **EXHIBIT A**

### **STATEMENT OF WORK**

### **CONSULTANT SERVICES**

#### **OBJECTIVE**

The Los Angeles County (County) Department of Mental Health (DMH) requires consulting services to assist the County with the requirements documentation, system selection, acquisition, and implementation of a comprehensive Integrated Behavioral Health Information System (IBHIS) with clinical, administrative and billing/claiming capabilities. (Said assistance with the requirements documentation, system selection, acquisition, and implementation of IBHIS shall hereafter be referred to as the "Project".)

#### **BACKGROUND**

In Fall 2004, voters in California passed Proposition 63, now called the Mental Health Services Act (MHSA). MHSA provides great opportunity for DMH to reengineer the way it delivers mental health services, but it also requires significantly improved automated support in order to meet MHSA performance and outcome measure reporting expectations. DMH cannot meet MHSA program transformation and reporting expectations with its current automation.

Aside from MHSA, it is clear that the entire industry is moving towards an electronic medical record (EMR). It would be impractical for DMH to make that transition with a combination of a legacy mainframe application wrapped with a highly complex web-based users interface. The combination is very expensive to operate and technically complex. There is no rational argument for building a DMH EMR on top of the existing platform.

The County Strategic Plan (Goal 7, Strategy 1, Objective 1) calls for DMH and the County Department of Health Services to develop, by 2006, a shared unique client identifier. This cannot be done reliably with current systems.

For the reasons cited above, and many others, DMH must select, acquire, and implement an IBHIS with all prudent speed. DMH does not have all of the expertise, nor the quantity of resources, to successfully execute such a Project strictly with internal resources. This Project requires the knowledge and expertise of a consultant in mental health care administrative and clinical operations and IT systems.

#### **SCOPE**

The IBHIS shall provide functionality in the following areas:

- Clinical functionality to support the delivery of mental health services at DMH directly operated clinics
- Administrative functionality to support DMH's role as a provider of mental health services
- Administrative functionality to support DMH's role as a health plan administrator and payor for mental health services delivered via contract providers
- Client accounting and claims processing functionality to support DMH's role as a provider of mental health services
- Claims processing functionality to support DMH's role as a health plan administrator and payor for mental health services delivered via contract providers

Consultant shall be required to provide consulting services to DMH in the following areas:

- Project Planning
- Project Management and Risk Mitigation
- Requirements and Workflow Analysis
- Process Redesign
- Finalization of System Requirements
- Procurement Process Approach
- Request for Proposal (RFP) Development (or other procurement vehicle if appropriate)
- Vendor Selection Criteria Development and Proposal Evaluation Instruments
- Vendor Selection
- Contract Negotiations
- Implementation Planning
- Implementation of the Selected Solution
- Board of Supervisors and DMH Management Status Reporting

Because DMH delivers nearly two-thirds of its services through contract providers of mental health services, the appropriate linkage between DMH processes and systems and the contract providers is an essential component of the success of this Project. While it is not within the scope of the IBHIS to provide information systems for all contract providers, it is within the scope of the Project to assure that DMH and its contract providers can appropriately and cost-effectively exchange required HIPAA covered transactions for purposes of payment and exchange other data as necessary to monitor program effectiveness and track client outcome measures.

Because existing DMH systems are not supportive of the type of relationship DMH and its contract providers envision, the existing workflow, procedures, and data exchanges are, at best, a pale outline of what they should be. There will be significant work in redesigning the processes and data exchanges to take advantage of the capabilities of the new IBHIS.

## **PROJECT APPROACH**

The Project may be phased depending upon available funding in FY 2006-2007 and what the County, in consultation with Consultant and the selected IBHIS vendor, considers a prudent implementation approach.

## **PROJECT STAFFING AND RESPONSIBILITIES**

The Consultant shall provide:

1. A Project Manager to act on behalf of the County, from kick-off through system acceptance. Consultant Project Manager shall, in cooperation with the County Project Director, assemble, train and lead the Project Team to complete all Tasks and Deliverables in the IBHIS Project.
2. Up to four business analysts, including a minimum of one senior business analyst, determined as needed by the County for the term of this Agreement in the following areas:
  - a) Clinical Requirements, Workflow Analysis, and Process Improvement
  - b) Administrative Requirements, Workflow Analysis, and Process Improvement
  - c) Health Care Finance and Revenue Management Requirements, Workflow Analysis and Process Improvement

Each business analyst shall have documented experience and expertise in their subject matter area and prior experience with developing requirements and selecting systems for large health care delivery and administrative organizations. Experience specific to mental health services delivery, administration and integrated mental health information systems is greatly preferred.

These business analysts, within their area of expertise, shall:

- Meet with DMH staff and contract provider employees as designated by County Project Director, to gain an understanding of DMH operations and business practices
  - Review existing workflow and requirements documentation and revise as directed by County Project Director
  - Assist DMH to finalize the IBHIS requirements specification
  - Assist DMH to develop an appropriate RFP or other solicitation documents
  - Assist DMH to develop appropriate vendor selection criteria and proposal evaluation instruments
  - Assist DMH in reviewing and evaluating vendor proposals and selecting a vendor
  - Assist DMH with any issues that arise during contract negotiation in their area of expertise
3. Up to four mental health information systems implementation specialists, determined as needed by the County for the term of this Agreement, with experience in clinical, administrative, and financial functionality of the selected system. These may be the same as the business analysts identified immediately above if their experience qualifies them for both roles.

These mental health information systems implementation specialists shall, as directed by County Project Director, either lead implementation teams or provide subject matter expertise. The precise role for these specialists will only become clear after the Project Team is assembled and the skills of the DMH employees assessed.

4. Clerical, secretarial, and Project documentation analyst to support the Project Manager's operational needs and the IBHIS Project generally. This staff shall also be responsible for maintaining complex documentation necessary to support Project operational needs, legal inquiries, or Project audits. Prior experience with content management software is preferred, but not required.

The clerical, secretarial, and Project documentation support staff shall:

- Maintain accurate and reliable records of decisions, Deliverables, invoices, and payments
- Proof read, finalize, and route correspondence
- Maintain Project working files
- Record and prepare minutes for distribution and approval
- Manage and monitor the approval process for Project documents
- Assist Project staff, DMH management, or other authorized County employees (as identified by the County Project Director) to obtain access to necessary documents
- Assist in preparing packages of documents for legal review or audit purposes
- Maintain correspondence logs
- Develop a Project document indexing schema to guide document searches
- Scan, index and store images of hard copy documents in the content management system
- Assist scheduling meetings as directed by County
- Maintain timely, accurate and reliable records of:
  - Project correspondence, including Board of Supervisor's correspondence
  - All agreements and contracts related to the Project or the IBHIS
  - Agreement change notices
  - Invoices and payment records
  - Project Deliverables
  - Project working documents
  - Project decision documentation
  - Project meeting agendas and minutes
  - Project plans
  - Project status reports

Consultant shall be responsible for assigning appropriate personnel to staff this Project as follows:

Consultant shall work with the County to ensure that the appropriate numbers of Consultant personnel are assigned based on the requirements (i.e., Tasks and Deliverables) of the Project, and that Consultant personnel possess the appropriate skills and experience to meet Project requirements.

Consultant shall ensure that the appropriate Consultant personnel are available to perform work as needed during the entire term of this Agreement.

Consultant shall submit to County resumes of proposed Consultant personnel for County review and written approval. County may request Consultant to remove specific Consultant personnel at any time that the County determines that Consultant personnel do not fulfill the requirements of the Project.

## **PROJECT MANAGEMENT, ADMINISTRATION, METHODOLOGY AND TOOLS**

The Executive Sponsor of this Project is Marvin J. Southard, D.S.W., Director of the Department of Mental Health.

The County Project Director is Robert Greenless, PhD, DMH Chief Information Officer.

The Consultant shall report administratively to the County Project Director.

The Consultant Project Manager shall lead the Project Team comprised of Consultant staff and DMH staff, and direct the performance of all Tasks as described within this Statement of Work (SOW) but shall not sign County procurement documents or invoices on behalf of the County, nor sign time cards or prepare or sign County employee performance evaluations.

The County will assign lead analysts to the Project Team in each of the areas of clinical, administrative, and financial functionality and other County staff as available and mutually agreed to by the County Project Director and the Consultant Project Manager. The County will also assign a Project Technology Manager to the Project Team to coordinate technical aspects of the Project within the DMH technology environment.

The Consultant Project Manager shall meet with the County Project Director weekly to discuss Project status, obstacles to progress, and work anticipated in the coming weeks.

Consultant shall provide the County Project Director with a written status report and a copy of the updated IBHIS Project work plan in the most recent version of Microsoft Project (initial work plans are addressed in Deliverables 1 and 10) each month, three working days prior to the Project Steering Committee meeting (described below), from the inception of work under this SOW through the end of the Consultant's engagement. The status report shall be in a format acceptable to County. At a minimum it shall describe work planned for the reporting period that was completed, work planned for the reporting period that was not completed, work completed that was not planned for the reporting period, work planned for the next reporting period and a running total of expenditures to date. If DMH has implemented Microsoft Project Enterprise Server at any time during the Project and a streamlined status reporting process becomes available as a result, Consultant can, with County's consent, transition to a process acceptable to the County using Microsoft Project Enterprise Server.

DMH will provide a Project Steering Committee to advise Consultant Project Manager on County and DMH policy issues and business priorities during the Project. The Committee will consist of approximately seven (7) members, each holding a senior leadership position in the County. Consultant shall meet with the Project Steering Committee once monthly or more frequently as directed by County to discuss Project status and any obstacles to progress as planned that require executive intervention. Project Steering Committee meetings are regularly scheduled meetings and are separate and distinct from other specific Project meetings

described within the Tasks and Deliverables of this SOW where Project Steering Committee members may be in attendance.

The Consultant Project Manager shall also meet monthly with the DMH Information Technology Planning and Advisory Body (ITPAB). This group of approximately 20 members represents a cross section of the DMH organization and ranges in level from knowledgeable line staff to Deputy Director. This group is a key to effectively communicating across DMH and assuring necessary Project participation. The ITPAB will facilitate, give advice, and provide essential feedback to the Project Team.

Consultant Project Manager must be available to meet with County Project Director, Project Steering Committee members, ITPAB and stakeholders at County facilities or at alternative meeting sites as directed by County. The Consultant Project Manager shall work on-site at County facilities for specific hours per week based upon Project needs as agreed upon by Consultant and County.

The Consultant shall comply with and document the Project using County adopted Project management methodologies, guidelines, templates and software tools. Consultant shall make recommendations for improvement of the methodology, guidelines, templates and software tools where Consultant identifies deficiencies that could compromise the Project or simply where there is an opportunity to improve any of the above. Consultant shall, at all times, permit the County Project Director, or his/her representative, to inspect any and all Consultant's work in-progress on a non-interference basis. The purpose of such inspections will be to verify Project progress as reported by Consultant and to ensure that work products are in conformance with the requirements of this SOW. Upon notification by the County Project Director, Consultant shall immediately correct deviations from requirements or contract provisions at no cost to DMH.

All Deliverables are to be prepared and submitted in Microsoft Office 2003 format.

Consultant's covenants and responsibilities under this Agreement shall not be conditional upon County's performance of the covenants contained in this SOW except to the extent that Consultant's ability to perform is dependent on County's performance.

## **TASKS AND DELIVERABLES**

Consultant shall submit each Deliverable for County's review and receive County's written approval.

### **Task 1: IBHIS Project Work Plan for System Selection**

Consultant shall prepare an IBHIS Project work plan for system selection including a Work Breakdown Structure (WBS) and Project Schedule using the most recent version of Microsoft Project for County review and approval. This work plan must include County and Consultant Tasks, subtasks, milestones, Deliverables, baseline start and end dates, actual start and end dates, names and job title of personnel responsible for each step and dependencies to complete each of the items identified.

Consultant shall prepare and submit for County review and approval an IBHIS Project work plan for system selection for all Project activity from inception of this SOW through completion of Task 8: Contracts Negotiation. Consultant shall submit initial IBHIS Project work plan for system selection within 10 days from date of execution of this SOW and update the plan as necessary. A current updated plan shall be submitted each month with a written status report described in the Project Management, Administration, Methodology and Tools section above.

#### **Deliverable 1: IBHIS Project Work Plan for System Selection**

Consultant shall deliver an initial IBHIS Project work plan for system selection and submit updated versions with each monthly written status report.

#### **Task 2: Current and Future Workflow Analysis**

Consultant shall compile current and future workflow descriptions and diagrams for operational areas impacted by the implementation of a comprehensive IBHIS. Future diagrams shall highlight opportunities for improved clinical and productivity efficiencies and access to information and shall incorporate optimized workflows for all operational areas impacted by the implementation of an IBHIS. Current and future workflow analysis shall be presented to the Project Team and Steering Committee for approval and formal adoption.

#### **Deliverable 2: Current and Future Workflow Analysis**

Consultant shall submit to County current and future workflow descriptions and diagrams for all operational areas impacted by the implementation of an IBHIS. Consultant shall provide a comprehensive written list of productivity and clinical improvement opportunities identified for the future. Resulting goals and scope shall be presented to the Project Team and Steering Committee for approval and formal adoption.

#### **Task 3: Finalize IBHIS Requirements**

Consultant shall review existing requirements documentation, including documentation from the California Behavioral System Coalition, and modify them as necessary so that the final IBHIS requirements reflect the future workflow from Deliverable 2. Consultant shall present final requirements to County for review and approval.

#### **Deliverable 3: Final IBHIS Requirements**

Consultant shall submit to County a written document listing confirmed County IBHIS requirements in a checklist format that can be directly inserted into a vendor RFP or other solicitation document.

#### **Task 4: Develop the Solicitation Document**

Consultant shall prepare the Request for Information (RFI), RFP or other solicitation documents as directed by the County Project Director. The solicitation document shall include vendor qualification requirements, statement of work for technology and implementation services, functional requirements, general system requirements, technical requirements, interface requirements, conversion requirements, a sample of the County's standard agreement with



contractual terms and conditions, and a format for vendor response.

#### **Deliverable 4: Solicitation Document**

Consultant shall submit to County a written RFI, RFP or other solicitation document as directed by the County Project Director.

#### **Task 5: Methodology and Instrumentation for Vendor Response Evaluation**

Consultant shall develop a vendor response evaluation methodology and associated evaluation instruments consistent with County procurement guidelines. The evaluation methodology measurement shall include a point allocation system to facilitate differentiation of vendors based on their responses and performance in systems demonstrations or site visits.

The methodology shall include scripted demonstrations of candidate systems based on scenarios developed by Consultant, in consultation with DMH staff.

Consultant shall prepare a vendor response format based on a weighted scale, conducive to comparative analysis and reporting.

#### **Deliverable 5: Vendor Proposal Evaluation Methodology and Evaluation Instruments**

Consultant shall submit to County a vendor response evaluation methodology and associated evaluation instruments consistent with County procurement guidelines.

#### **Task 6: Vendor Selection**

Consultant shall direct the vendor selection process following the methodology developed under Task 5. Consultant shall prepare a written vendor selection report based on the methodology.

#### **Deliverable 6: Vendor Selection Report**

Consultant shall submit a written vendor selection report.

#### **Task 7: Proposed Agreement, Statement of Work and Exhibits**

Consultant shall assist County in developing the proposed agreement, statement of work and exhibits related to business and technical requirements. Consultant shall develop a list of potential negotiation issues for discussion with the County designated negotiation team and the Consultant's recommendation as to how to approach each, with the exception of strictly legal issues.

#### **Deliverable 7: Proposed Agreement, Statement of Work and Exhibits**

Consultant shall provide written recommendations for language relating to business and technical requirements for inclusion in the proposed agreement, statement of work and exhibits. Consultant shall also provide a list of potential negotiating issues.

## **Task 8: Contract Negotiation**

Consultant shall be an advisor to the County designated negotiation team and shall assist with negotiations for business and technical requirements under County direction.

Consultant Project Manager and County Project Director shall provide vendor finalist with a copy of the County's terms and conditions and requirements. Consultant shall review exceptions the vendor takes to these requirements and propose counter strategies for County consideration and approval.

## **Deliverable 8: Contract Negotiation**

Consultant shall submit, for Board of Supervisors' approval, a finalized vendor agreement for the IBHIS.

## **Task 9: Implementation Strategy**

Consultant, after consultation with the vendor who is approved by the Board of Supervisors to enter into the agreement with the County for the IBHIS, and with DMH Project leadership designated by the County Project Director, shall recommend and explain the reasons for an implementation strategy for the enterprise-wide rollout of the IBHIS. The implementation strategy shall reflect gradually increasing DMH responsibility and diminishing Consultant responsibility after the first DMH sites are in production use of the IBHIS, until DMH takes over responsibility for deploying the IBHIS to the remaining sites and the Consultant engagement ends.

Consultant shall prepare and deliver a formal presentation of its recommendation to a group of County designated stakeholders. Consultant shall facilitate discussion among stakeholders and drive the group to consensus on a preferred implementation strategy. Consultant shall prepare written minutes of the stakeholders' meeting.

## **Deliverable 9: Implementation Strategy**

Consultant shall present its recommendation in a formal presentation. The presentation shall outline implementation considerations including, but not limited to, resource, financial, operational, schedule and legal constraints; pros and cons of different implementation strategies including functional and operational impacts, risks, support and maintenance considerations and implementation factors (including, but not limited to, sequence and timing, and estimated number and types of required implementation resources for the projected timeframe.)

Consultant shall present its recommendation, within 5 working days of the stakeholders' meeting described in Task 9, and provide a written report outlining the consensus with supporting justification for an implementation strategy for the IBHIS.

## **Task 10: IBHIS Project Work Plan for System Implementation**

Consultant shall prepare an IBHIS Project work plan for system implementation including a Work Breakdown Structure (WBS) and Project Schedule using the most recent version of

Microsoft Project for County review and approval. This work plan must include County, Consultant and selected vendor tasks, subtasks, milestones, deliverables, baseline start and end dates, actual start and end dates, names and job title of personnel responsible for each step and dependencies to complete each of the items identified.

Consultant shall prepare and submit for County review and written approval an IBHIS Project work plan for system implementation for all Project activity from Board of Supervisor approval of selected vendor through completion of system implementation. Consultant shall submit for IBHIS Project work plan for system implementation within 10 days of completion of Deliverable 9: Implementation Strategy and update as necessary. A current updated plan shall be submitted each month with a written status report described in the Project Management, Administration, Methodology and Tools section above.

#### **Deliverable 10: IBHIS Project Work Plan for System Implementation**

Consultant shall deliver for County review and receive County written approval of an initial IBHIS Project work plan for system implementation and submit updated versions with each monthly written status report.

#### **Task 11: System Implementation**

Consultant shall perform Tasks defined in Deliverable 10: IBHIS Project Work Plan for System Implementation as mutually agreed upon by County and Consultant.

#### **Deliverable 11: System Implementation**

Consultant shall perform and document mutually agreed upon system implementation Tasks in monthly Project status reports.

### **ANTICIPATED HOURS AND WORK LOCATIONS**

Unless otherwise approved by County Project Director, Consultant shall perform all work as described hereunder between the hours of 8 AM and 6 PM Monday through Friday, with the exception of County holidays. Most work will be performed at 695 S. Vermont Avenue, in Los Angeles. In addition, as directed by County Project Director, significant work shall be performed at 550 S. Vermont Avenue, in Los Angeles and occasional work shall be required off site at directly operated or contract provider locations.

### **TRAVEL AND LODGING EXPENSES**

Reasonable and necessary travel and lodging expenses for the Consultant's staff shall not exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code. All such expenses shall be supported by adequate documentation substantiating the validity of the claimed expense. Consultant travel time is not billable to the County.

Mileage traveled between home and primary worksite for Consultant staff who resides outside of Los Angeles County will be reimbursed at County rates set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Travel and lodging expenses shall not exceed \$100,015.

Free parking will be provided only at the 550 S. Vermont, Los Angeles parking facility. Some travel may be required between County sites, however, mileage and parking at other sites within Los Angeles County will not be reimbursed.

## **PRICING BASIS, INVOICES AND PAYMENTS**

Total Project cost (Maximum Compensation Amount) is not to exceed \$1,299,575. Consultant shall submit invoices monthly on a time-and-materials basis.

Payment under this Agreement will be on a time-and-materials basis as shown in Exhibit B and shall not exceed the maximum milestone caps described below:

### **Milestone 1: Submission of the IBHIS Requirements Document**

Consultant shall complete all Deliverables up to and including Deliverable 3, for a maximum amount totaling 35% of the total Project cost (Maximum Compensation Amount) for work performed leading to and including submission and acceptance by County of Deliverable 3: Final IBHIS Requirements.

### **Milestone 2: Proposed Agreement, Statement of Work and Exhibits**

Consultant shall complete all Deliverables up to and including Deliverable 7, for a maximum amount totaling (including amounts paid for Milestone 1) 55% of the total Project cost (Maximum Compensation Amount) for work performed leading to and including submission and acceptance by County of Deliverable 7: Proposed Agreement, Statement of Work and Exhibits .

### **Milestone 3: Execution of IBHIS Project Work Plan for System Implementation**

Consultant shall complete all Deliverables up to and including Deliverable 10, for a maximum amount totaling (including amounts paid for Milestones 1 and 2) 70% of the total Project cost (Maximum Compensation Amount) for implementation work performed leading to and including submission and acceptance by County of Deliverable 10: IBHIS Project Work Plan for System Implementation.

### **Milestone 4: System Implementation**

Consultant shall complete all Deliverables up to and including Deliverable 11, for a maximum totaling (including amounts paid for Milestones 1, 2 and 3) 100% of the total Project cost (Maximum Compensation Amount) for implementation work performed leading to and including submission and acceptance by County of Deliverable 11: System Implementation.

## EXHIBIT B

### PAYMENT SCHEDULE

County shall compensate Consultant for all Tasks, Deliverables and services as specified in Exhibit A (Statement of Work) and at the rate of compensation set forth in Exhibit B (Payment Schedule), based upon satisfactory performance and written acceptance by the County.

|   |   |                    |
|---|---|--------------------|
| Fixed Hourly Rate for Project Manager   | = | <u>\$210</u>       |
| Estimated maximum hours for Project Manager                                     | = | <u>2,065</u>       |
| Estimated compensation based on a 24-month period for Project Manager           | = | <u>\$433,650</u>   |
| Fixed Hourly Rate for Senior Business Analyst                                   | = | <u>\$195</u>       |
| Estimated maximum hours for Senior Business Analyst                             | = | <u>1,500</u>       |
| Estimated compensation based on a 24-month period for Senior Business Analyst   | = | <u>\$292,500</u>   |
| Fixed Hourly Rate for Business Analyst  | = | <u>\$185</u>       |
| Estimated maximum hours for Business Analyst                                    | = | <u>451</u>         |
| Estimated compensation based on a 24-month period for Business Analyst          | = | <u>\$83,435</u>    |
| Fixed Hourly Rate for Implementation Specialist                                 | = | <u>\$190</u>       |
| Estimated maximum hours for Implementation Specialist                           | = | <u>1,650</u>       |
| Estimated compensation based on a 24-month period for Implementation Specialist | = | <u>\$313,500</u>   |
| Fixed Hourly Rate for Documentation Analyst                                     | = | <u>\$95</u>        |
| Estimated maximum hours for Documentation Analyst                               | = | <u>805</u>         |
| Estimated compensation based on a 24-month period for Documentation Analyst     | = | <u>\$76,475</u>    |
| Total Estimated Labor Expense   | = | <u>\$1,199,560</u> |
| Maximum Travel and Lodging Expenses   | = | <u>\$100,015</u>   |
| TOTAL PROJECT COST<br>(MAXIMUM COMPENSATION AMOUNT)                             | = | <u>\$1,299,575</u> |

**CONSULTANT ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

**CONSULTANT** \_\_\_\_\_

**CONTRACT NUMBER** \_\_\_\_\_

**CONSULTANT ACKNOWLEDGEMENT:**

I understand and agree that I am an independent Consultant and that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by the County of Los Angeles or by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract with the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the County Project Manager.

**CONSULTANT ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT  
(Continued)**

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please print)

POSITION: CONSULTANT

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

CONSULTANT NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that I am an employee of \_\_\_\_\_, and that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. Although \_\_\_\_\_ has an Agreement with the County to provide consultant services, I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**EMPLOYEE CONFIDENTIALITY AGREEMENT:**

You may be involved with work pertaining to services provided by County or \_\_\_\_\_ and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or \_\_\_\_\_. In addition, you may also have access to proprietary information supplied by County or \_\_\_\_\_ or by other vendors doing business with \_\_\_\_\_. \_\_\_\_\_ have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work with \_\_\_\_\_. Please read this agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the \_\_\_\_\_ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Consultant Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or \_\_\_\_\_, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.



**EXHIBIT D**

**CONSULTANT EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or \_\_\_\_\_ or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the Consultant Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the Consultant Project Manager upon completion of termination of this Agreement.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Employee Signature)

NAME: \_\_\_\_\_  
(Please Print)

When completed, this form must be maintained on file by CONSULTANT in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (5/17/05)

**ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS**

In accordance with the DMH Consultant Services Agreement's Paragraph 30 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of Qualis Health and Outlook Associates, LLC, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**SAFELY SURRENDERED BABY LAW FACT SHEET**

**(IN ENGLISH AND SPANISH)**

# No shame.

# No blame.

# No names.

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saez, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroshvsky, Supervisor, Third District

Don Shabo, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

---

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

---

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*



# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
Health Care Financing Agency  
Grandchildren of the Holocaust

Departamento de Servicios Sociales  
Department of Social Services  
Rita Rivera, Directora



Consejo de Supervisores del Condado de Los Angeles

Glenn Vidler, Supervisor, Primer Distrito  
Vivian Whitworth Burke, Supervisor, Segundo Distrito  
Zelma Rosovsky, Supervisor, Tercer Distrito  
Ron Kuba, Supervisor, Cuarto Distrito  
Michael D. Anderson, Supervisor, Quinto Distrito

Esta iniciativa también es apoyada por First 5 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

---

**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Qualis Health and Outlook Associates, LLC  
Company Name

17862 East 17<sup>th</sup> Street, Suite 207 Tustin, CA 92780  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)



## DMH New Agreement Summary

LEGAL ENTITY NAME: Qualis Health and Outlook Associates, LLC

Contract No.: \_\_\_\_\_

Legal Entity No.: N/A

Term of Agreement: FY 2005-2008 Contract Expiration: June 30, 2008 Board Adopted Date: \_\_\_\_\_

### LIST OF FUNDING SOURCES (Please check all applicable funding for Agreement)

|    |  |  |
|----|--|--|
| 1  | CGF  |  |
| 2  | CGF - Psychiatric Emergency Services (PES)           |  |
| 3  | SAMHSA   |  |
| 4  | PATH   |  |
| 5  | CalWORKs - Family Project                            |  |
| 6  | CalWORKs - Client Supportive Services                |  |
| 7  | CalWORKs - Mental Health Svcs. (MHS)                 |  |
| 8  | CalWORKs - Community Outreach Svcs. (COS)            |  |
| 9  | GROW   |  |
| 10 | DCFS AB 1733/AB 2994                                 |  |
| 11 | DCFS Family Preservation                             |  |
| 12 | DCFS Star View Life Support, PHF                     |  |
| 13 | DCFS Independent Living                              |  |
| 14 | DCFS STOP (70%)                                      |  |
| 15 | DCFS Provisional Funding Uses (PFU) for Medical Hubs |  |

|    |  |  |
|----|--|--|
| 16 | Schiff-Cardenas - M.H. Screening, Assessment, & Trtmt. (MHSAT) |  |
| 17 | Schiff-Cardenas - Multi-Systemic Therapy Program (MST)         |  |
| 18 | AB 34/AB 2034  |  |
| 19 | ADPA AB 34/AB 2034 Housing                                     |  |
| 20 | DHS HIV/AIDS   |  |
| 21 | DHS Dual Diagnosis   |  |
| 22 | IDEA (AB 3632 - SEP)   |  |
| 23 | Mental Health Services Act (MHSA) - Full Services Partnership  |  |
| 24 | Mental Health Services Act (MHSA)                              |  |
| 25 | Medi-Cal, Healthy Families, or MAA FFP                         |  |
| 26 | SGF - EPSDT  |  |

### FUNDING SOURCES OF NEW AGREEMENT:

See Financial Summary(ies) for funding details to MCA.

### MAXIMUM CONTRACT AMOUNT (MCA) PER FISCAL YEAR (FY)

| FY 2005-2008 | FY | FY |
|--------------|----|----|
| \$1,299,575  | \$ | \$ |

Headquarters (HQ) Address: 10700 Meridian Avenue N, Suite 100  
Seattle, WA 98133

HQ Sup. District: ALL

Service Area(s): ALL